

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 7

Maria Clark,

Case No. 04-12515 (BRL)

Debtor.

Maria Clark,

Plaintiff,

Adv. Pro. No. 08-01794

-against-

AmeriCredit Financial Services, Inc.,

Defendant.

ANSWER TO COMPLAINT

AmeriCredit Financial Services, Inc. (hereinafter “AmeriCredit”), creditor of the bankruptcy estate of Maria Clark, debtor, pending in the United States Bankruptcy Court, Southern District of New York (Case No. 04-12515-BRL) and defendant to this action, by and through its counsel, Deily, Mooney & Glastetter, LLP, answers the correspondingly numbered paragraphs of the complaint (the “Complaint”) of Maria Clark (the “Plaintiff”), and respectfully states the following:

INTRODUCTION

1. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 1 of the Complaint, and on that basis denies such allegations.

JURISDICTION

2. AmeriCredit denies the allegations contained in Paragraph 2 of the Complaint because they are conclusions of law, not allegations of fact, to which no response is required.

3. AmeriCredit denies the allegations contained in Paragraph 3 of the Complaint because they are conclusions of law, not allegations of fact, to which no response is required.

4. AmeriCredit admits the allegations contained in Paragraph 4 of the Complaint.

PARTIES

5. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 5 of the Complaint, and on that basis denies such allegations.

6. AmeriCredit admits the allegations contained in Paragraph 6 of the Complaint.

7. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 7 of the Complaint, and on that basis denies such allegations.

STATEMENT OF FACTS

8. AmeriCredit admits the allegations contained in Paragraph 8 of the Complaint.

9. The document attached to the Complaint as Exhibit “A” speaks for itself. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 9 of the Complaint, and on that basis denies such allegations.

10. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 10 of the Complaint, and on that basis denies such allegations.

11. The document attached to the Complaint as Exhibit “B” speaks for itself. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint, and on that basis denies such allegations.

12. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint, and on that basis denies such allegations.

13. The document attached to the Complaint as Exhibit “C” speaks for itself. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 13 of the Complaint, and on that basis denies such allegations.

14. The document attached to the Complaint as Exhibit “D” speaks for itself. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 14 of the Complaint, and on that basis denies such allegations.

15. The document attached to the Complaint as Exhibit “D” speaks for itself. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 15 of the Complaint, and on that basis denies such allegations.

16. AmeriCredit admits the allegations contained in Paragraph 16 of the Complaint.

17. AmeriCredit admits the allegations contained in Paragraph 17 of the Complaint.

18. (a) AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 18 of the Complaint, and on that basis denies such allegations;

(b) AmeriCredit denies the allegations contained in Paragraph 18 of the Complaint because they are conclusions of law, not allegations of fact, to which no response is required; and

(c) AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 18 of the Complaint, and on that basis denies such allegations.

19. AmeriCredit denies the allegations contained in Paragraph 19 of the Complaint because they are conclusions of law, not allegations of fact, to which no response is required.

20. AmeriCredit denies the allegations contained in Paragraph 20 of the Complaint.

21. AmeriCredit denies the allegations contained in Paragraph 21 of the Complaint.

22. AmeriCredit denies the allegations contained in Paragraph 22 of the Complaint.

23. AmeriCredit denies the allegations contained in Paragraph 23 of the Complaint.

24. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 24 of the Complaint, and on that basis denies such allegations.

**CLAIM FOR RELIEF – WILLFUL VIOLATION
OF DISCHARGE INJUNCTION**

25. AmeriCredit incorporates by reference the answers set forth in Paragraph 1 through 24 above in their entirety.

26. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 26 of the Complaint, and on that basis denies such allegations.

27. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 27 of the Complaint, and on that basis denies such allegations.

28. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 28 of the Complaint, and on that basis denies such allegations.

29. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 29 of the Complaint, and on that basis denies such allegations.

30. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 30 of the Complaint, and on that basis denies such allegations.

31. AmeriCredit admits the allegations contained in Paragraph 31 of the Complaint.

32. AmeriCredit denies the allegations contained in Paragraph 32 of the Complaint because they are conclusions of law, not allegations of fact, to which no response is required.

33. AmeriCredit denies the allegations contained in Paragraph 33 of the Complaint because they are conclusions of law, not allegations of fact, to which no response is required.

34. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 34 of the Complaint, and on that basis denies such allegations.

35. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 35 of the Complaint, and on that basis denies such allegations.

36. AmeriCredit denies the allegations contained in Paragraph 36 of the Complaint because they are conclusions of law, not allegations of fact, to which no response is required.

37. AmeriCredit is without knowledge or information to form a belief as to the truth of the allegations in Paragraph 37 of the Complaint, and on that basis denies such allegations.

AFFIRMATIVE DEFENSES

38. Plaintiff's Complaint fails to state a cause of action for which relief may be granted.

39. Defendant's Complaint is barred by the doctrine of laches.

40. Defendant's Complaint is barred by the doctrines of equitable estoppel and/or waiver.

WHEREFORE, AmeriCredit prays that Plaintiff take nothing by its Complaint and that such Complaint be dismissed at the Plaintiff's cost, and for such further relief as the Court may deem just and proper.

Dated: June 4, 2009

Respectfully submitted,

/s/ Scott T. Dillon
Scott T. Dillon, Esq.
Deily, Mooney & Glastetter, LLP
Attorneys for AmeriCredit
8 Thurlow Terrace
Albany, New York 122030-1006
Tel: (518) 436-0344